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MAY 07 2009

Atty. Docket No. 2-5127-013

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: **LARRY D. FORBES**

Serial No.: 09/525,365

Filed: March 15, 2000

Entitled: **NOISE ABATEMENT FILTER**

PATENT No.: 6,408,979

Issued: June 25, 2002

ASSIGNEE: **MAHLE PARR FILTER SYSTEMS INC.**

**DECLARATION**

I, **VICKI J. SHEPHERD**, hereby declare:

1. That I reside in Des Moines, Iowa.
2. That I have been employed by the firm of Sturm & Fix LLP since September, 1977.
3. That with regard to maintenance fees due for our various clients, our procedure is to prepare and mail by first class mail a letter to the patentee/assignee in advance of the due date for payment of the required maintenance fee, along with an Informational Invoice showing the amount that will be required to be paid for the maintenance fee. In that letter, we request their response date for approximately 2 months from the date of the letter. If we do not hear from the patentee, or assignee, a second letter is sent out reminding them of the payment which is due to the Patent Office to keep the patent in force.
4. That the letter in this case was sent to Mahle-Parr in Winterset, Iowa by Carolyn Campbell, legal assistant in our Omaha, Nebraska office (EXHIBIT A). Mrs. Campbell handles payments of all maintenance fees along with her other duties. The Winterset, Iowa address is the address previously used for all correspondence to them with regard to maintenance fees. After not receiving a response to our letter, Mrs. Campbell prepared and mailed the second, reminder

letter (EXHIBIT B) on January 5, 2006. The letter was returned as the forwarding order had expired. After searching the internet, it was determined that the correct address to mail it to was 23030 Haggerty Road, Farmington Hills, MI 48335-2602 and the letter was re-sent to that address on January 18, 2006 from the Des Moines, Iowa office. (EXHIBIT C)

5. That on December 6, 2005, I sent an e-mail to Michael Sturm indicating that the maintenance fee letters and e-mails had been sent to Mahle Technology, and that to my knowledge no response(s) had been received from Mahle. (EXHIBIT D)

6. That on December 7, 2005 an e-mail was sent from Michael Sturm to Allen Ego of Mahle and our contact at that time, and also to John Feather, Director of Operations of Mahle, requesting instructions as to payment of the fee. (EXHIBIT E)

7. That we were informed by Mr. Ego on December 12, 2005 that they (Mahle) were in the process of moving his office and during the transition all documents were packed away. He also stated he would respond to us in the near future regarding this particular maintenance fee. (EXHIBIT F)

8. That on December 13, 2005, Mr. Sturm sent another e-mail to Mr. Ego informing him of an absolute deadline for him to make a decision by December 19, 2005. (EXHIBIT G)

9. That on December 21, 2005, another reminder e-mail was sent to Allen Ego of Mahle. (EXHIBIT H)

10. That on January 24, 2006, Jennifer Lewis of Mahle, called our Des Moines, Iowa office with regard to the maintenance fee due. I then sent an e-mail to Carolyn Campbell, to call Jennifer Lewis to discuss the maintenance fee as Ms. Lewis indicated that she thought "they" (Mahle) wanted to pay the maintenance fee. Mrs. Campbell returned the call and informed Ms. Lewis that she would need to receive the instructions and Mahle's payment to proceed with the

payment to the U.S. Patent and Trademark Office. (EXHIBIT I)

11. That on January 24, 2006 we were asked by Ms. Lewis to provide a "regular" Invoice rather than an Informational Invoice that would also show the amount due for payment of the fee, along with the government surcharge fee. A copy of that Invoice (EXHIBIT J) was forwarded to Ms. Lewis.

12. That on April 13, 2006, a check in the amount of \$1,015 was received in the Des Moines, Iowa office from Mahle in the amount of \$1,015.00 for payment of the maintenance fee (small entity) due for this case. (EXHIBIT K)

13. That on April 19, 2006, in checking the PTO website (PAIR), Mrs. Campbell found the Patent was listed as being a SMALL ENTITY. As the Patent had now had been assigned to Mahle, the correct status would be as LARGE ENTITY. Mrs. Campbell then sent an e-mail to Mr. Sturm asking him if they were, indeed, a large entity to which Mr. Sturm immediately replied (EXHIBIT L). On April 28, 2006, Mrs. Campbell then requested by e-mail that I prepare and have signed a Loss of Small Entity form. (EXHIBIT M) In a return e-mail (EXHIBIT N), I informed Mrs. Campbell that there were no attorneys available to execute the form on April 28, 2006, but it would be done on May 1, 2006. On May 1, 2006, the executed form was faxed to Mrs. Campbell along with an e-mail to inform her that the faxed document was being sent. (EXHIBIT O)

14. That on May 1, 2006, a Loss of Small Entity for this Patent was faxed to the PTO by Mrs. Campbell.

15. That on May, 18, 2006, I sent Mrs. Campbell an e-mail (EXHIBIT P) to inform her that we had received another payment from MAHLE in the amount of \$1,015 for their file 2-5127-013.

16. That on May 24, 2006, I sent an e-mail (EXHIBIT Q) to Mrs. Campbell to check the status on several maintenance fees due.

17. That on June 6, 2006 a docket was printed from the firm's docketing system (PATTSY) in Des Moines, Iowa and a copy e-mailed to Mrs. Campbell. The print-out indicated that the maintenance fee had not yet been paid. (EXHIBIT R)

18. That also on June 6, 2006, an e-mail was received from Mrs. Campbell (EXHIBIT S) stating that she would pay the maintenance fee due after I replenished our Deposit Account 08-1650. I then replied to this e-mail informing her to go ahead and pay the fee because I would replenish the deposit account immediately. Sometime after July 20, 2006, seeing the unpaid maintenance fee on the docket printed July 20, 2006 (EXHIBIT T) and failing to recognize it as the case for which we had received payment of the maintenance fee, and since the time for payment had passed, although I have no specific recollection, either I or Mrs. Campbell made an entry to our docketing system showing the case as abandoned.

19. That I was unaware of this mistake until shortly after April 29, 2009 when Michel Khouri of Mahle called our Des Moines, Iowa office and discussed this matter with Mr. Sturm. It was confirmed by Mr. Sturm and myself (from checking our docket system and PAIR) that the first maintenance fee for U.S. Patent No. 6,408,979 had not been paid.

20. That due to the unusual Invoice requested by Ms. Lewis, our billing system (Timeslips) failed to generate a credit balance report in spite of the fact that Mahle had sent us payment for the maintenance fee to be paid. The Informational Invoice sent out with our initial letter is not posted. An Invoice is prepared and mailed the same day the fee is paid and posted to the client's account at month end. Receipt of a requested maintenance fee payment from the "Informational Invoice" would be shown on our accounts receivable as a credit balance and would alert us that the payment had not been billed, nor had it been paid to the Patent Office. Due to the unusual Invoice requested by Ms. Lewis, our billing system failed to generate a credit balance report.

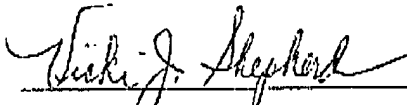
That fact, along with our docketing system having the status of the application showing as abandoned, made us unaware that the payment had not been made. Because these two items are used as methods for ascertaining that a payment was made, it was unavoidable that the maintenance fee in this particular case was not paid.

21. That I then reviewed my e-mail archives and located the e-mails noted in the above paragraphs.

22. That on May 1, 2009, Michael Sturm called Mr. Khouri to confirm that the maintenance fee had inadvertently not been paid despite MAHLE's instructions to pay it. Mr. Sturm also informed Mr. Khouri that Sturm & Fix LLP would prepare and file a Petition to Revive.

I declare that all of the statements made herein of my own knowledge are true, and that all statements made herein on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements or the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: May 7, 2009

  
Vicki J. Shepherd

## EXHIBIT A

RE United States Patent No.  
*Our File:*

The Patent Office requires the payment of maintenance fees for all issued utility patents. The fees become due 3½, 7½, and 11½ years after the date of issuance. If the fees are not timely paid, the patent lapses and all of your rights are lost.

Your first maintenance fee is now due in the amount of \$490 (United States Patent and Trademark Office fee.). Our charges for the docketing, maintenance and preparation of all required forms is \$500. This \$500 includes our keeping a current docket on the due dates for your upcoming maintenance fees, reminding you of the due date for payment of same, and follow up letters.

Please forward your payment to us by  
in the amount of \$990. Upon our receipt of same we will proceed with paying the fee to the United States Patent and Trademark Office.

You may receive a letter from a NON-GOVERNMENT entity attempting to mislead you into believing they are an agency of the United States Government, i.e., United States Patent and Trademark Office, and offering their services to you regarding payment of the current maintenance fee due on your patent. We would encourage you to ignore their letter and their request for money. If you have questions regarding receipt of this non-government letter, please call me at once to discuss it further.

We also take this opportunity to remind you to promptly let us know if your status changes from "small" to "large" entity so that we may prepare the necessary forms for filing in the U.S. Patent and Trademark Office, as required. If you have licensed this Patent to a company having more than 500 employees - including all affiliates, we must have this information before payment of your current maintenance fee.

If you have any questions, please do not hesitate to contact me.

Sincerely,

- ☐ YES, please pay the current maintenance fee. My check for \$990 enclosed.
- ☐ YES, please pay this maintenance fee. However, small entity status no longer applies. My check for \$1,480 is enclosed.
- ☐ NO, please **DO NOT** pay this maintenance fee. I understand that by not paying the current fee, the patent will lapse and all rights will be lost.

\_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT B

RE: United States Patent No.  
*Our File:*

On we wrote to you regarding a maintenance fee that is required to be paid to the Patent Office with respect to the above patent.

To date we have not received your instructions and check to pay same.

Unless we have your check in our office on or before in the amount of \$, we will withdraw from further representation in this matter.

Please be advised that failure to pay this maintenance fee to the Patent Office will result in abandonment of your patent.

Sincerely,



Vicki Shepherd - Re: MAHLE letter

Page 1

**EXHIBIT C**

From: Vicki Shepherd  
To: Carolyn Campbell  
Date: Wed, Jan 18, 2006 3:58 PM  
Subject: Re: MAHLE letter

Done!

>>> "Carolyn Campbell" <Campbell@hsllp.com> Wednesday, January 18, 2006 >>>  
Thanks, please resend.

Carolyn J. Campbell  
Sturm & Fix LLP  
ccampbell@hsllp.com  
Phone: (402) 393-0000  
Fax: (402) 393-0005

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>>> "Vicki Shepherd" <shepherd@hsllp.com> 1/18/2006 3:09:06 PM >>>  
The letter you sent to Allen Ego on January 5 w/r/t the maintenance fee past due 5127-013, was returned as forwarding time has expired. The "new" address is

23030 Haggerty Rd.  
Farmington Hills, MI 48335-2602

Do you want me to just put it in a new envelope and send?

## EXHIBIT D

... - Message from "Vicki Shepherd"  
<"shepherd@hslip.com".GWIA.GRPWSE@hslip.com> on Tue, 06 Dec 2005  
15:07:47  
-0600 -----  
To:  
"Michael Sturm" <sturm@hslip.com>  
cc:  
"Carolyn Campbell" <Campbell@hslip.com>  
Subject:  
URGENT - Mahle-Parr  
Mike:

I have sent e-mail and CJC has sent letters w/r/t the following and  
can't get a response from Mahle-Parr:

## Fuel Filter and Pressure Regulator System Apparatus

MEXICO	2-5127-032	No. 178618
1/6/2006	ANNUITY DUE	
GERMANY	2-5127-026	No.
69104174.1		
12/31/2005	ANNUITY DUE	
CANADA	2-5127-033	No. 2,057,599
12/13/2005	ANNUITY DUE	
Noise Abatement Filter		
U.S.	2-5127-013	No.
6,408,979		
12/25/2005	1ST MAINT FEE DUE	

"Michael Sturm" <[sturm@hslip.com](mailto:sturm@hslip.com)>  
12/07/2005 06:17 PM

EXHIBIT E

To  
<[Allen.Fgo@us.mahle.com](mailto:Allen.Fgo@us.mahle.com)>, <[john.feather@us.mahle.com](mailto:john.feather@us.mahle.com)>  
cc

Subject  
Fwd: URGENT - Mahle-Parr

Allen and John,

Please give us instructions. Our letters to you have gone unanswered.

Michael O. Sturm  
Sturm & Fix LLP  
[sturm@hslip.com](mailto:sturm@hslip.com)  
Phone: (515) 288-9589  
Direct Phone: (515) 244-2866  
Fax: (515) 288-4860  
Web site: [www.hslip.com](http://www.hslip.com)

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## EXHIBIT F

>>> <Allen.Ego@us.mahle.com> Monday, December 12, 2005 >>>

Michael,

I was instructed to keep these updated but it will take me at least until next week to get the PO req written since we are in process of moving furniture in the office again and all my documents are packed up. Let me know if this is OK.

Regards,  
Allen Ego

MAHLE Technology, Inc.  
Air and Liquid Management, AND/LDN 1.3

23030 Haggerty Road, Farmington Hills, MI, 48335 USA  
Phone: 248.735.3649, Fax: 248.735-3618  
Mobile: 248.379.6868  
allen.ego@us.mahle.com, Web: http://www.us.mahle.com

## EXHIBIT C

From: Michael Sturm (Vicki Shepherd)  
To: Allen.Ego@us.mahle.com  
Date: Tuesday, December 13, 2005 9:37:39 AM  
Subject: Re: Fwd: URGENT - Mahle-Parr

Allen:

We received instructions yesterday from Greg Wilcox at the Nyemaster firm to proceed with the annuity payment due today for the Canadian Patent, per the instructions he received from Germany.

The annuities that still require attention are:

MEXICO 2-5127-032 No. 178618  
1/6/2006 ANNUITY DUE

GERMANY 2-5127-026 No. 69104174.1  
12/31/2005 ANNUITY DUE

Because of the upcoming holidays, most of our foreign associates will be closed for several days during the time frame these annuities are due.

THEREFORE, WE MUST HAVE YOUR INSTRUCTIONS NO LATER THAN MONDAY, DECEMBER 19, 2005. This date would also apply to the U.S. Maintenance Fee due for U.S. Patent No. 6,408,979 which is due December 25, 2005.

If you have any questions or need additional information, please do not hesitate to contact me.

Best Regards,

Mike

Vicki Shepherd - MAHLE-Parr 5127-013

Page 1

**EXHIBIT I**

From: Vicki Shepherd  
To: Campbell@hslp.com  
Date: Tue, Jan 24, 2006 3:12 PM  
Subject: MAHLE-Parr 5127-013

Please call Jennifer Lewis at 248-735-3660 ASAP. She thinks they want to pay the maintenance fee.

**EXHIBIT H**

**From:** Michael Sturm (Vicki Shepherd)  
**To:** allen.ego@us.mahle.com  
**Date:** Wednesday, December 21, 2005 2:51:11 PM  
**Subject:** German and Mexican Annuities due

Per our earlier letters (Sept. 20 and Nov. 23, 2005) and e-mails (Dec. 6, 7 and 12), we have requested your instructions with regard to:

Mexico Patent No. 178,618 (2-5127-032) annuity due **JANUARY 6, 2006**

German Patent No. 69104174.1 (2-5127-026) annuity due **DECEMBER 31, 2005** (foreign associates will be closed beginning tomorrow until January, 2006!)

U.S. Patent No. 6,408,979 - maintenance fee due **DECEMBER 25, 2005** (must be paid by Friday, December 23, 2005).

The time for receiving your instructions and making this payments is extremely short. Please forward to us your instructions **immediately**.

Thank you for your attention to these matters.

RECEIVED  
CENTRAL FAX CENTER

MAY 07 2009

LAW OFFICES  
**STURM & FIX LLP**STE 1213  
206 SIXTH AVENUE  
DES MOINES IA 50309-4076TELEFAX (515) 288-4860  
TELEPHONE (515) 288-9589

EXHIBIT J

January 25, 2006

Invoice: 25899

MAHLE TENNEX NORTH AMERICA  
505 E MADISON  
WINTERSSET IA 50273In Reference To: **UNITED STATES Patent Application S.N. 09/525,365 filed March 15, 2000 "Noise  
Abatement Filter" - Larry D. Forbes - assigned to Parr Manufacturing - now U.S. Patent  
No. 6,408,979 Issued June 25, 2002  
2-5127-013**Legal Services:

	<u>Amount</u>
1/31/2006 Review of docket and all written correspondence regarding deadline for current maintenance fee due; preparation and filing of all required documents and fees with the Patent Office; receipt, review, docketing and written correspondence regarding acknowledgement from Patent Office for payment of fee; review and docketing of next required maintenance fee. All follow up communications regarding necessity of paying maintenance fee before due date of December 5, 2005	350.00
	150.00
For professional services rendered	\$500.00

Additional Charges :

1/31/2006 Patent Office fee - payment of first maintenance fee	450.00
Patent Office surcharge for late filing of first maintenance fee	65.00
Total costs	\$515.00
Total amount of this bill	\$1,015.00
Balance due	\$1,015.00

WHEN MAKING PAYMENT, PLEASE REFER TO CLIENT/ACCOUNT REFERENCE NUMBER 5127-013

WE APPRECIATE YOUR BUSINESS



## DEPOSIT RECORD

53-22  
730

## STURM &amp; FIX LLP - DES MOINES

206 SIXTH AVENUE SUITE 1213  
DES MOINES, IA 50309Wells Fargo Bank Iowa, N.A.  
Des Moines  
www.wellsfargo.com

EXHIBIT K

4-13-06

DATE

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

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1500:00393

\*63529

\*234PM 4/13/06 [REDACTED]  
Thank you for [REDACTED] with Wells Fargo.Checks and other items are received for deposit  
subject to the provisions of the Uniform Commercial  
Code or any applicable collection agreement.

Page 1 of 1

**Vicki Shepherd - Re: MAHLE TENNEX****EXHIBIT L**

**From:** Michael Sturm  
**To:** Carolyn Campbell  
**Date:** Wednesday, April 19, 2006 1:21 PM  
**Subject:** Re: MAHLE TENNEX  
**CC:** Richard Fix; Vicki Shepherd

LARGE. Tennex is huge and has lots of subsidiary companies like Mahle Tennex. They are like a fortune 500 company, i.e. one of the 500 biggest companies in the country.

>>> "Carolyn Campbell" <Campbell@hsllp.com> 4/19/2006 12:37:48 PM >>>  
I can't get info Patsy to check this out - are they large or small entity. I am doing a final letter to Allen Ego telling him that after June 25, 2006 if the maintenance fee is not paid the patent becomes abandoned and rights are terminated, but I don't know what fee to apply, small or large?

Carolyn J. Campbell  
Sturm & Fix LLP  
campbell@hsllp.com  
Phone: (402) 398-9000  
Fax: (402) 398-9005

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Vicki Shephard - Mahle

Page 1

**EXHIBIT M**

From: Carolyn Campbell  
To: Vicki Shephard  
Date: Fri, Apr 28, 2006 2:39 PM  
Subject: Mahle

Would you please shoot off a LOSS OF SMALL ENTITY STATUS on Mahle 5127-013, for Patent No. 6,408,979. They are still on the PTO website maintenance fee payment as small entity. Their maintenance fee is due by June 25, 2006 with the surcharge so if the LOSS document gets going, we can wait until June to pay it since they have paid us for it.

Carolyn J. Campbell  
Sturm & Fix LLP  
ccampbell@stfixllp.com  
Phone: (402) 398-9000  
Fax: (402) 398-9005

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Vicki Shepherd - Re: Mahle

Page 1

## EXHIBIT N

From: Vicki Shephard  
To: Carolyn Campbell  
Date: Fri, Apr 28, 2006 2:54 PM  
Subject: Re: Mahle

No one here to sign - MOS at Relays, RLF left (he's still not feeling well). Will do it on Monday.

>>> Carolyn Campbell Friday, April 28, 2006 >>>

Would you please shoot off a LOSS OF SMALL ENTITY STATUS on Mahle 5127-013, for Patent No. 6,408,979. They are still on the PTO website maintenance fee payment as small entity. Their maintenance fee is due by June 25, 2006 with the surcharge so if the LOSS document gets going, we can wait until June to pay it since they have paid us for it.

Carolyn J. Campbell  
Sturm & Fix LLP  
ccampbell@stfix.com  
Phone: (402) 398-9000  
Fax: (402) 398-9005

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Vicki Shepherd - MAHLE-Parr

Page 1

**EXHIBIT O**

From: Vicki Shepherd  
To: Carolyn Campbell  
Date: Mon, May 1, 2006 4:26 PM  
Subject: MAHLE-Parr

Before I forget to tell ya, I just faxed the Change to Large Entity for that case as you requested.

Vicki Shepherd - Mahle 5127-013

Page 1

**EXHIBIT P**

From: Vicki Shepherd  
To: Carolyn Campbell  
Date: Thu, May 18, 2006 4:39 PM  
Subject: Mahle 5127-013

They have paid \$1,015--just so you know

Vicki Shepherd - Re: Just checkin'

Page 1

## EXHIBIT Q

From: Carolyn Campbell  
To: Vicki Shepherd  
Date: Wed, May 24, 2006 1:41 PM  
Subject: Re: Just checkin'

Just looking at this, waiting to hear or not heard anything.

Carolyn J. Campbell  
Sturm & Fix LLP  
campbell@stfixllp.com  
Phone: (402) 398-9000  
Fax: (402) 398-9005

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>>> Vicki Shepherd 05/24 1:17 PM >>>

On these main. fees:

3-5483-001 Pothill  
3-5504-001 Liddell  
3-1974-001 Khoude (he called; he's trying to get an investor and then will pay??!!)  
5-1595-001 Nelson  
3-5519-001 Merkel  
3-1243-001 May  
3-0192-002 Seivner  
2-5030-001 CCC  
3-0133-009 Cronin  
3-5537-001 Perkins (I know: we're waiting because of the status screw-up by PTO)  
2-5127-013 Mahle  
5-1598-001 Larson  
6-0153-011 Sakura

**TM Declarations/Renewals**

6-1045-004 Moffat  
2-5030-025 CCC  
6-1047-001 Borden  
2-5030-021 CCC  
2-5030-023 CCC  
2-5030-026 CCC  
3-1902-001 Denning

and that takes us through June.

## Urgent Global Docket

Through 7/31/2009	ATTY/ACTVZ	DATE PARA	REFERENCE	TITLE/MARK	CLIENT	REG-SERIALS	ACTION	CURRENT EXT	EXT AVAILABLE
3-11-05-243	10 Sat RLF/m/cJC	2-0105-003	2-0105-003	Storage Container	Sportstuff, Inc.	(US) 11610,031	STATUS CHECK	0	None
24 Sat MOS/RLF/mJS	2-0105-003	2-0105-003	2-0105-003	Probe for High Frequency Treatment of the Skin	CROWN Intellectual Property	(US) 5,457,702	1ST MAINT FEE DUE	0	1 Ex05 Month
25 Sat MOS/m/cJC	2-0105-003	2-0105-003	2-0105-003	Kelco Absorbent Filter	WAPLE-Parr Filter Systems, Inc.	(US) 6,409,959	1ST MAINT FEE DUE	0	None
25 Sun RLF/m/cJC	3-1502-001	3-1502-001	3-1502-001	STREAK AWAY	DENNING EQUIPMENT INC.	(US) 1,962,640	RENEWAL	0	1 Ex05 Month
27 Tue VARN/m/cJC	5-1505-001	5-1505-001	5-1505-001	Blowing Connector System and Method of Use	LARSON, Larry J.	(US) 5,375,524	3RD MAINT FEE DUE	0	1 Ex05 Month
July 2006									
05 Wed VARN/m/cJC	5-1544-001	5-1544-001	5-1544-001	Memory Enhancing Game	STOUGHTON, George E. Jr.	(US) 5,855,370	2ND MAINT FEE DUE	0	1 Ex05 Month
06 Thu MOS/m/cJC	2-5127-002	2-5127-002	2-5127-002	Fuel Filter and Pressure Regulator System App	WAPLE-Parr Filter Systems, Inc.	(US) 176818	ANNUITY DUE	1	None
08 Thu WHF/m/cJC	5-0105-003	5-0105-003	5-0105-003	Improved Angularly Adjustable Traction Apparatus	MOSS, Dr John	(US) 6,755,827	BROADENED RESCUE DL	0	None
11 Tue MOS/m/cJC	2-5139-002	2-5139-002	2-5139-002	QUICK CHANGE PHOTO FRAME and Design	Quick Change Photo Frame	(US) 2,356,119	AFFIDAVIT OF USE	0	1 Ex05 Month
11 Tue MOS/m/cJC	2-5589-002	2-5589-002	2-5589-002	MISCELLANEOUS DESIGN	NATIONAL PORK BOARD	(US) 2,366,080	AFFIDAVIT OF USE	0	1 Ex05 Month
17 Mon MOS/m/cJC	2-5127-006	2-5127-006	2-5127-006	Plastic Fuel Filter with Conductive Coating for	WAPLE-Parr Filter Systems, Inc.	(US) 5,382,559	3RD MAINT FEE DUE	0	1 Ex05 Month
20 Thu RLF/m/cJC	3-0282-002	3-0282-002	3-0282-002	1 CCC and Design	CRETE CARRIER CORP	(US) 75674,049	STATUS CHECK	0	None
21 Fri RLF/m/cJC	3-1189-271	3-1189-271	3-1189-271	BIOTECH	Sportstuff, Inc.	(US) 78613,835	STATUS CHECK	0	None
23 Sun RLF/m/cJC	3-1189-301	3-1189-301	3-1189-301	AQUATIC FLOAT (Louis)	Sportstuff, Inc.	(US) 29252,441	FOREIGN FILING DUE	0	None
23 Sun RLF/m/cJC	3-1189-306	3-1189-306	3-1189-306	Inflatable Float (Trek-N-Tube 3)	Sportstuff, Inc.	(US) 29252,439	FOREIGN FILING DUE	0	None
23 Sun RLF/m/cJC	3-5262-004	3-5262-004	3-5262-004	E-Z CONSULT/PTION METER	Easy Automaker, Inc.	(US) 1,051,207	RENEWAL	1	None
27 Thu RLF/m/cJC	3-1189-264	3-1189-264	3-1189-264	Inflatable Snowman Globe	Sportstuff, Inc.	(US) 29222,262	STATUS CHECK	0	None
28 Fri MOS/m/cJC	1-5056-034	1-5056-034	1-5056-034	Custom Orthotic Foot Support Assembly	Foot Levelers, Inc.	(US) 6,510,626	1ST MAINT FEE DUE	0	1 Ex05 Month
28 Fri RLF/m/cJC	3-1189-252	3-1189-252	3-1189-252	Inflatable Canopy Lounge (Single Longitudinal)	Sportstuff, Inc.	(US) 29227,837	ISSUE FEE	0	None
28 Fri RLF/m/cJC	3-1189-253	3-1189-253	3-1189-253	Inflatable Canopy Lounge (Single Longitudinal)	Sportstuff, Inc.	(US) 29227,806	ISSUE FEE	0	None
28 Fri RLF/m/cJC	3-1189-254	3-1189-254	3-1189-254	Inflatable Canopy Lounge (Single Longitudinal)	Sportstuff, Inc.	(US) 29227,826	ISSUE FEE	0	None
28 Fri RLF/m/cJC	3-1189-255	3-1189-255	3-1189-255	Inflatable Canopy Lounge (Single Transverse)	Sportstuff, Inc.	(US) 29227,825	ISSUE FEE	0	None
28 Fri RLF/m/cJC	3-1189-259	3-1189-259	3-1189-259	Inflatable Canopy Lounge (Single Transverse)	Sportstuff, Inc.	(US) 29227,824	ISSUE FEE	0	None
28 Fri RLF/m/cJC	3-1189-257	3-1189-257	3-1189-257	Inflatable Canopy Lounge (Single Transverse)	Sportstuff, Inc.	(US) 29227,023	ISSUE FEE	0	None

EXHIBIT R



Vicki Shepherd - Re: Fwd: Mahle 5127-013

Page 1

**EXHIBIT S**

From: Vicki Shepherd  
To: Carolyn Campbell  
Date: Tue, Jun 6, 2006 2:43 PM  
Subject: Re: Fwd: Mahle 5127-013

Go ahead and pay because I will send money in today.

>>> Carolyn Campbell Tuesday, June 06, 2006 >>>

Oh she made this big deal to Debbie about how she couldn't pay from the "informational .." So yes, I will pay their's after you send more money.

Carolyn J. Campbell  
Sturm & Fix LLP  
ccampbell@stflp.com  
Phone: (402) 398-9000  
Fax: (402) 398-9005

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>>> Vicki Shepherd 06/06 2:39 PM >>>  
In response to your question..

ofviously, someone there can pay from an informational invoice!

# THE GAZETTE

DATE	TIME	REFERENCE#	TITLE/MARKY	CLIENT	REFERENCE#	ACTION	CURRENT DUTY	EXT AVAILABLE
08/07/96	09:00	3-1189-242	Storage Container	Sportstuff, Inc.	(US) 17-010-001	STATUS CHECK	0	None
08/07/96	09:00	3-1189-243	Noise Reduction Filter	WHALE-PART FILT SYSTEMS, INC.	(US) 8-403-579	1ST MAINT FEE DUE	1	None
08/07/96	09:00	3-1189-244	Improved Angularly Adjustable Traction Apparatus	MOOS, Dr John	(US) 5-759-827	BROADENED REISSUE DL	0	None
08/07/96	09:00	3-1189-245	AQUATIC FLOAT (Lous)	Sportstuff, Inc.	(US) 25-252-641	FOREIGN FILING DUE	0	None
08/07/96	09:00	3-1189-246	Inflatable Raft (Trek-A-Tube 3)	Sportstuff, Inc.	(US) 28-262-459	FOREIGN FILING DUE	0	None
08/07/96	09:00	3-1189-247	E-Z CONSULTATION METER	Easy Acquisition, Inc.	(US) 1-551-237	RENEWAL	1	None
08/07/96	09:00	3-1189-248	G-Falade Snowman Globe	Sportstuff, Inc.	(US) 29-222-252	STATUS CHECK	0	None
08/07/96	09:00	3-1189-249	Inflatable Canopy Lounge (Single Longitudinal	Sportstuff, Inc.	(US) 29-227-507	ISSUE FEE	0	None
08/07/96	09:00	3-1189-250	Inflatable Canopy Lounge (Single Longitudinal	Sportstuff, Inc.	(US) 29-227-508	ISSUE FEE	0	None
08/07/96	09:00	3-1189-251	Inflatable Canopy Lounge (Single Longitudinal	Sportstuff, Inc.	(US) 29-227-826	ISSUE FEE	0	None
08/07/96	09:00	3-1189-252	Inflatable Canopy Lounge (Single Transverse	Sportstuff, Inc.	(US) 29-227-825	ISSUE FEE	0	None
08/07/96	09:00	3-1189-253	Inflatable Canopy Lounge (Single Transverse	Sportstuff, Inc.	(US) 29-227-824	ISSUE FEE	0	None
08/07/96	09:00	3-1189-254	Inflatable Canopy Lounge (Single Transverse	Sportstuff, Inc.	(US) 25-227-322	ISSUE FEE	0	None
08/07/96	09:00	3-1189-255	Inflatable Canopy Lounge (Double Longitudinal	Sportstuff, Inc.	(US) 28-227-821	ISSUE FEE	0	None
08/07/96	09:00	3-1189-256	Mult-LayerKrea Pad Construction	ALDRICH, Frederick	(US) 6-425-135	1ST MAINT FEE DUE	1	None
08/07/96	09:00	3-1189-257	Inflatable Towable Kite (D-Shape Double Skin)	Sportstuff, Inc.	(US) 29-237-459	ISSUE FEE	0	None
08/07/96	09:00	3-1189-258	Inflatable Aquatic Lounger	Sportstuff, Inc.	(US) 29-243-821	ISSUE FEE	0	None
08/07/96	09:00	3-1189-259	Inflatable Towable Water Kite	Sportstuff, Inc.	(US) 29-244-912	ISSUE FEE	0	None
08/07/96	09:00	3-1189-260	TUBE KITING	Sportstuff, Inc.	(US) 78-576-358	FINAL REJECTION	0	None
08/07/96	09:00	3-1189-261	TUBE KITING	Sportstuff, Inc.	(US) 78-576-358	NOTICE OF APPEAL	0	None
08/07/96	09:00	3-1189-262	TOW ROPE CADDY (small holes)	Sportstuff, Inc.	(US) 29-210-191	ISSUE FEE	0	None
08/07/96	09:00	3-1189-263	DESIGN (FOOT LEVELERS)	Foot Levelers, Inc.	(US) 1-403-897	RENEWAL	0	1 Ex/6 Month
08/07/96	09:00	3-1189-264	LADY LEVELERS	Foot Levelers, Inc.	(US) 1-403-903	RENEWAL	0	1 Ex/6 Month